



STATE OF MISSISSIPPI

CONTRACT NUMBER

8200012602

CONTRACT SMART NUMBER

1130-15-SWCT-00186

MMCAP CONTRACT FOR VACCINES

SANOFI PASTEUR INC.

DEPARTMENT OF FINANCE AND ADMINISTRATION

OFFICE OF PURCHASING AND TRAVEL

701 WOOLFOLK BUILDING, SUITE A

501 NORTH WEST STREET

JACKSON, MISSISSIPPI 39201

VACCINES

EFFECTIVE DATES: November 1, 2015 through October 31, 2016

1. AUTHORITY

- 1.1 Minnesota Multistate Contracting Alliance for Pharmacy (MMCAP) is a group of state agencies and political subdivisions, founded in 1988 as a group purchasing organization, which contracts for pharmaceuticals for state agencies and other political subdivisions in participating states. The state of Minnesota serves as the lead state for the organization and in this role establishes and maintains all MMCAP contracts. MMCAP is a voluntary organization funded through the collection of an administration fee from the pharmaceutical manufacturers contracting with the alliance. MMCAP has a wide variety of practice settings represented within its participants. Among the settings represented within MMCAP's diverse membership (but not limited to) are correctional facilities, regional psychiatric treatment facilities, student health services, public health services, veteran's nursing homes, public hospitals, and community health clinic pharmacies.

2. CONTRACT ADMINISTRATION

- 2.1 Questions or problems arising from this contract or subsequent order and delivery procedures should be directed to the Office of Purchasing and Travel, 501 N. West Street, Suite 701-A, Jackson, MS 39201; Phone: 601-359-3409. Our office will contact the MMCAP Administrator to resolve any problems that may arise.

Email for MMCAP is: Mn.MMCAP@state.mn.us

Fax #651-297-3996

Sanofi Pasteur, Inc.

Contract Number

MMCAP MMS13000

In MN SWIFT # 59734

Term of Contract

December 21, 2012 through December 31, 2016. The Contract may be extended for up to one (1) additional one (1) year extension.

Direct Contract with Manufacturer

Product Ordering

Phone: 1.800.822.2463

Website: www.vaccineshoppe.com

Customer Service

Phone: 1.800.822.2463

Hours of Operation: Monday-Friday; fluctuates on major holidays.

Vendor Contract Administrator

Name: Pamela Garcia-Gomez

Title: Deputy Director, State Government Contracts

Company Name: Sanofi Pasteur, Inc.

Address: Discovery Drive

City, ST ZIP: Swiftwater, PA 18370

Phone: 570.957.0330

Email: pamela.gomez@sanofipasteur.com

Federal ID Number

98-0033013

Shipping and Delivery

- Shipping included in the cost of the product
- Damaged products should be reported to vendor immediately upon receipt-contact customer service for instructions
- FOB Shipment
- Orders may be cancelled or modified at any time up until shipment
- Influenza vaccine should be pre-booked January – April each year for delivery in August-October.

Payment Terms

- 2% 30 days, Net 31
- Cash, check, credit card and EFT are accepted
- Credit applications may be required as per the discretion of the Vendor's Credit Department

Product Pricing

All Products listed in the *Products* section of the contract are fixed pricing. Pricing is found at www.mmcap.org in the Programs section under Influenza Pricing and Pre-booking information link.

Member Shareback

None at this time

Administrative Fee paid to MMCAP

1.5%

Contract Cancellation

MMCAP or the Vendor may cancel the Contract at any time with or without cause upon 60 days written notice to the other party.



Vaccine Ordering Information

MMCAPs routine vaccine contracts allow for purchases direct with the manufacturers and through MMCAP contracted pharmaceutical wholesalers. Outlined in the following pages are ordering guidance for each company.

Products & Pricing

Complete MMCAP Products & Pricing are found online at <http://www.mmd.admin.state.mn.us/MMCAP/CatalogLogin.aspx> . Member access can be obtained by contacting mn.multistate@state.mn.us .

Vaccines are available through pharmaceutical wholesalers

MMCAP members may procure routine vaccines from the MMCAP contracted wholesalers; AmerisourceBergen, Cardinal Health, Morris & Dickson. Account set up information can be obtained by contacting mn.multistate@state.mn.us .

Cardinal Health- Members receive 5 free deliveries per week (M-F).

Morris & Dickson- Total sales of less than \$25,000 per month and a total order of less than \$1,000 a delivery fee of \$65 will apply for vaccine only accounts. Total sales greater than \$25,000 per month receive 5 free deliveries per week.

AmerisourceBergen- Total sales of 0-\$9,999 per month receive 1 free delivery per week. Total sales of \$10,000-\$25,000 per month receive 3 free deliveries. Additional deliveries are available for a fee. Total sales greater than \$25,000 per month receive 5 free deliveries per week. (See the pharmaceutical wholesaler contracts for complete information.)

Obtaining MMCAP Pricing

MMCAP members ordering directly with a vendor must contact the vendor's customer service department prior to their first purchase and indicate they are members of MMCAP, group purchasing organization (GPO). This will ensure you are connected to MMCAP contracts and receiving MMCAP contract pricing.

Federal Excise Tax

Many vaccine products are subject to Federal Excise Tax (FET). This tax must be paid. Government agencies are not exempt to FET on vaccines. The tax money is put into the Vaccine Injury Compensation Trust Fund providing funding for the National Vaccine Injury Compensation Program to compensate vaccine-related injury or death claims for covered vaccines administered on or after October 1, 1988. A good website explaining additional information on the tax is <http://www.hrsa.gov/vaccinecompensation/index.html> . The HRSA site also has the authorizing legislation.

Storage and Handling

Customers taking physical possession of vaccine product(s) are fully responsible for complying with all applicable federal, state, and local laws and regulations relating to the storage, handling, and distribution of such products.

Product Returns

Products must be returned in accordance of the Vendors return policies. Contact Vendor customer service department or your wholesaler for all vaccine returns. Vaccines must be stored and handled according to individual product specifications.

DSCSA

Inquire with the Vendor for further information regarding obtaining traceability transaction information.

MMCAP resource: <http://www.mmd.admin.state.mn.us/mmcap/News/DataFile.aspx?fid=2729>

Note: The following information is not related to influenza vaccine. Contact MMCAP at mn.multistate@state.mn.us or 651-201-2420 for any influenza related questions. Or log into the MMCAP website at <http://www.mmd.admin.state.mn.us/MMCAP/Influenza/Default.aspx>

Sanofi Pasteur

Discovery Drive

Swiftwater, PA 18370

Customer Service = 1.800.822.2463

Website = <https://www.vaccineshoppe.com/>

Sanofi Pasteur Fed Tax ID # is 98-0033013

MMCAP Contract #MMS15198

Contract End Date: 6/30/2019

Direct

For full direct purchase terms, see contract.

Ordering. Phone: 800-VACCINE (800-822-2463)
Monday through Friday, between 8 AM and 6:30 PM Eastern Time
Fax: (570) 957-0940
Website: www.vaccineshoppe.com *

Mail: Sanofi Pasteur Inc.
Attn: Customer Account Management
Discovery Drive
Swiftwater, PA 18370-0187

There is a \$600.00 minimum order or a handling charge of \$25.00 will be added.

Shipping. Title to merchandise sold will pass to the MMCAP Participating Facility upon delivery at the MMCAP Participating Facility's destination. All shipments are made by common carrier.

Time of delivery is usually within 14 days after receipt of order.

Claims for loss, shortage, breakage, leakage, or other damage occurring in transit must be submitted to Vendor at its headquarters within 10 days from date of invoice, for replacement or credit of affected product(s), which includes but is not limited to vaccines.

Payment. Direct payment terms are 2% - 30/Net 31 for any items shipped, including partial shipments. Prompt payment discount does not apply to any appropriate Federal Excise Taxes/Surcharges. *An additional 1% savings is available for all orders placed through our on-line channel. Invoices should be paid in full within 30 days (or at contract terms, if applicable) of the invoice date. Vendor reserves the right to charge a fee of the lesser of 1.5% per month or the maximum permissible rate if payment is not received within terms. Federal Excise Tax is not subject to any discounts. Payment may be sent to the remittance address indicated on the invoice. Payment by check is recognized when received at the lock-box address indicated on the invoice. MasterCard®, VISA®, Discover®, and American Express® are accepted as payment for purchases.

Returns. All returns must comply with federal and state laws and regulations. With the exception of Fluzone, Menomune and Imogam, Sanofi Pasteur offers 100% credit (credit based on the invoice purchase price) upon expiration on all listed Sanofi Pasteur product(s) purchased directly from Sanofi Pasteur that are unopened, complete packages returned within 1 year after the expiration date. All expired product(s) must be shipped prepaid to Sanofi Pasteur at Genco Pharmaceutical Services, 6101 N. 64th Street, Milwaukee, WI 53218. Collect shipments will not be accepted. Please include Customer name, address and account number inside the return package. Please contact Customer Account Management for instructions on returning product due to physical defect or for purchases not made directly from Sanofi Pasteur. All product(s) manufactured by Sanofi Pasteur and returned to Sanofi Pasteur at Genco Pharmaceutical Services will be destroyed. If Customer has any questions regarding the Return Goods Policy, please contact Customer Account Management at Sanofi Pasteur's headquarters at 1-800-VACCINE (**1-800-822-2463**). The Sanofi Pasteur Return Goods Policy is subject to change without prior notification.